




## Azab Alaziz Alhashemi

 **Omani & Partners Law Firm**  
Doha  
Qatar

 **Email Azab Alaziz Alhashemi** 

 **Call +974-40293059** 

Click the button on the right for the names of arbitrators and counsel they have worked with in the last three years

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### Documents & articles

#### Books

**The Human Right to Life International Criminal Law and The Way of Abolishing the Death Penalty: The Human Right to Life**

**Settlement of Disputes and Arbitration in International Investment Disputes: International Investment Disputes**

**Arbitration in the UAE: explaining the new arbitration law No. (6) for the year 2018**

**Arbitration in the Gas and Petroleum Contracts, in the Light Of UAE Arbitration Law in Comparison to the Egyptian Arbitration Law.**  
(In Arabic)

**Arbitration in the Construction and the FIDIC Contracts, according to the last update in the Light Of UAE Arbitration Law in Comparison to the Egyptian Arbitration Law, "Dar El Maaref, Arab Republic of Egypt."**  
(In Arabic)

**Electronic Arbitration to the E-Commerce – Electronic Contracts and Signature, which contains "Developed Draft Law Proposal, for the Electronic Arbitration in the UAE"**  
(In Arabic)

**Arbitration and Modern Ways to Resolve Disputes in the Light of Syrian Arbitration and the Lebanese Procedure Law**  
(In Arabic)

**Arbitration and Alternative Means to Resolve Disputes in the Light of Libyan Procedural Law, Compared to the Egyptian Arbitration Law, and International Arbitration Regulations**  
(In Arabic)

**Arbitration in the Light of Qatari Arbitration compared to the Egyptian Arbitration Law**  
(In Arabic)

**Arbitration and Alternative Means to Resolve Disputes in the Light of Kuwaiti Arbitration Compared to the Egyptian Arbitration Law, and International Arbitration Regulations**  
(In Arabic)

#### Papers

**Importance of Qualitative Addition to the New Arbitration Rules in Settling International Disputes - Experience of the Kingdom of Bahrain International**

**International and local immunity in public international law and the principles of criminal responsibility**  
(In Arabic)

**An analytical study of international arbitration and private oil and gas concession contracts - To the Gulf State**  
(In Arabic)

**Documentary Credits in Valuation Disputes under International Arbitration**

**The importance of institutional maritime arbitration in the light of international disputes: Comparative study of the rules of arbitration institutions**  
(In Arabic)

**An analytical study of non-judicial means of arbitration to resolve disputes - The case of the Arab Gulf States as a model**

**Mechanism of international settlement of arbitration in investment disputes**

**International arbitration between the risks of traditional commerce and electronic commerce (Future vision)**

### Q&A

#### What were you, professionally, before you started working as an arbitrator?

I am a graduate of information security and I obtained a PhD in 2010, and a British fellowship in my specialty I used to manage my father's group of companies in several fields of contracting, import, export and real estate investment in a group of countries.

#### What other professional roles do you still have?

- General coordinator for ARPA International Law Washington DC
- To develop women in international law in Morocco and the Arab Gulf states, in coordination with the World Bank.
- Head of International Relations Office, Arbitrator OMANI & PARTNERS LAW FIRM LLP, Qatar.
- Legal Training Manager, OMANI & PARTNERS LAW FIRM LLP, Qatar
- Member of the editorial board of the scientific journal Academic Journal for scientific research and publishing "AJRSP" Kuwait.
- Member of the editorial board of the scientific journal International Research Journal of Innovations Engineering & Technology, "IRIJET" India.
- Arbitrator, Emirates Aviation Association EAA, UAE.
- Current Assistant – Secretary-General for the Arab Federation of Engineering Arbitration, Egypt.
- International Consultant Emirates Aviation Association EAA, UAE.

#### If you are yet to receive your first appointment as arbitrator, please give a brief overview of your experience in international arbitration to date.

Through my commercial practice for the family business I was well acquainted with the contracts and terms of arbitration.

I handled the first case in 2010 during the International Conference of the Union of Arab Arbitration Centers, which was held in the Kingdom of Jordan on October 10, 2010 in partnership with Hammurabi Law Firm. The dispute was between the Jordanian company and the Saudi company in Dammam.

I handled several cases with the Arab Federation of Engineering Arbitration Centers, 32 cases, as a member of the arbitral tribunal and project manager for arbitration.

I worked as an arbitrator for Al-Hammadi Group of Companies, United Arab Emirates, and I hold the position of international advisor and arbitrator for the group in international contracts. I ruled for them 4 cases and completed 61 international contracts for them.

I am now working as an arbitrator in several companies in Qatar and the UAE

I have now been appointed as the last case of a dispute between an Emirati company and a Libyan company in the case of a medical city and an investment contract worth 2 billion euros.

**The total number of cases that I have implemented is 153 cases so far**

#### Do you have or tend to work with a back office?

Yes, in most of the companies I work with, especially in Saudi Arabia, Dubai, Abu Dhabi, Qatar and Morocco

#### Do you like to use a tribunal secretary?

Yes, to a large extent, because in 80% of cases I practiced arbitration as a sole arbitrator in cases so it saves me time and money

#### How much does your approach vary, case to case?

Drastically from case to case. I rely heavily on in-depth case study and analysis of complex issues, advantages and disadvantages and sources

#### What is your approach to proposing settlement mid case?

There are several points, and this depends on the type of case and the parties, and determining a specific percentage for the period of their acceptance of the settlement, because we see stagnation in most cases

##### Point one

Ending a stalemate, when the parties stop engaging in interactive negotiations and identify an important point forward for progress between the parties

##### Point two

Opening the door for discussion between the parties, and this allows the mediator to stare transparently and openly with each party, and in the end it will be easier for the discussion between the parties

##### The third point

Putting the parties permanently on the table of discussion and dialogue, because through my practice, when the parties move away and their words are less, a big gap occurs and anger increases. Therefore, one must not move away from the discussions so that the hope of the two parties is present and strong.

#### What is your approach to indicating the strengths or weaknesses of cases early?

According to my profession and experience

I explore arbitration for allocating the unique points of a case because there are no set rules or approaches that can be followed for all cases

Enhancing the opportunity for discovery for the two parties, evaluating the case accurately, and reviewing the public transparently to identify points of information, documents, and documents related to the case.

and it must be taken into account to verify each document.

Documenting the main requests for important documents with the rod, and they must be restricted, specific to the case, confirmed, and studied carefully, and verifying all the information received in the event that there are experiences or parties to experience from outside the two parties.

The general evaluation gives me a broad vision in identifying the strengths that are based on evidence, documents, and documents.

**How often do you use the IBA rules of evidence? Will you do it against one side's wishes?**

Although the rules are not binding legal rulings and do not go beyond the arbitration rules chosen by the parties, they facilitate many important points in the formulation of clauses, evidence, arbitrator ethics and a lot. It is not binding on the parties unless it is agreed upon.

**Do you encourage the use of skeleton arguments?**

Yes, because the structural argument is very important because it gives an opportunity for a general assessment of the defenders and the case.

**Do you encourage the use of discovery?**

Yes, of course, and arbitration is often agreed upon for quick, effective and cost-effective decisions between the parties. However, there is a great talk in this matter and an explanation and extension of the effectiveness of discovery in some countries.

**As a co-arbitrator – will you ever consult with the party who appointed you on the identity of the chair?**

I will consult with the other arbitrator but expensive. Make the difference.

In this case, the center appoints the president, and in one case the agreement was not reached and a request was made to resort to applying the default solutions according to the UNCITRAL rules.

**As co-arbitrator – are you in favour of the parties interviewing candidates for chair that you have identified before any final appointment?**

Of course, but in practice the opinion of lawyers is always relied upon.

But I agree with the meeting of the parties and the interview with the candidate that may have a useful role because the comfort of the parties is important and the impression in the interviews is important.

But within the limits, the interview must be transparent and clear, and not use private interviews with the candidate.

**What is your preference on the presentation of evidence?**

I am not a lawyer because lawyers now deal with the presentation of evidence as if they were presenting it to the ordinary court. But I am judgmental and open to presenting evidence in alternative ways from lawyers, and I follow the best way to present evidence very effectively. And most of the arbitration rules have the judicial authorities have discretion in the use of evidence, but taking into account in the event that it is ordered to follow the rules in force in a certain way to present and present the evidence.

**What is your approach to counsel misconduct? Do you prefer to deal with it there and then or to wait until the end of the case?**

I have not encountered this before, but in the event that this happens, I refer to dealing in accordance with the rules and laws stipulated by states or the rules of arbitral institutions, and to follow the method of rules that must be used to deal with the matter.

**What is your usual approach to costs?**

I think the answer to this question should be very large, because we must know that the first thing that is taken care of by the parties is knowing what the costs are.

There are difficulties with the duration and the case, and each case has a different context, especially in the event that the disputed amount is simple.

I follow the method of general evaluation of the case from the beginning and finding the best solutions so as not to increase the costs of the case for the parties.

However, in most cases, the costs are followed according to the accepted arbitration rules, which differ from one institution to another.

**What is a 'normal' turnaround time for you to deliver an award (assuming no exceptional circumstances)?**

I rely heavily on setting a time line for dealing with each case through the first study of the case, and I adhere to it greatly, and I achieved great results in this regard, but the delay in some cases was 20%.

In most cases, a deadline for termination is set by most arbitral institutions, which is six months.

And I believe that specifying a period for ending the case is not useful in some cases, as it is used to frustrate one of the parties and may be subject to appeal.

**Would you describe your procedural style as closer to common or civil law?**

As for me, I have great knowledge through my experience in dealing and adapting to the laws of procedures and rules followed, and I have participated in cases in civil and public law systems. And I keep in mind only one matter, achieving a suitable solution for the parties according to an appropriate time plan, and avoiding procedures that prevent the prolongation of the case in order to achieve the principle of arbitration.

**What is your policy on cancellations?**

There is no specific policy, but the cancellation procedures must be followed and adapted according to each case separately and the expenses determined.

All cancellation requests must be received in writing, preferably via email and must state the reason for the requested cancellation.

**Have you ever been challenged? Is it reported [please send link]?**

Never.

**How booked up do you tend to be?**

I have many positions in several companies, law firms, and organizations, and I have a schedule to stick to. I also have dedicated time to write articles, research papers and books and I have a large collection of books on comparative law in arbitration. However, during my career, I made great efforts and succeeded because I accomplished a large number of issues and I am satisfied and everyone I worked with is satisfied. I respect any arbitration request submitted to me and deal with it, whatever the circumstances, because I greatly value my role as an arbitrator, panel member, or mediator.

**Are there any types of appointment or case that you prefer not to accept (e.g. construction disputes, investor appointments in investor-state disputes)?**

Construction disputes.

**Do you have any areas of specialist knowledge (legal or industry-related)?**

I have been working extensively for a long time to spread the rule of law through the definition of the Rome

**Contemporary Vision of International Rules on Electronic Arbitration in Dispute Resolution**

**A contemporary look at Qatari arbitration of civil and commercial materials from a future perspective**

**An Analytical Look at the Importance of a Legal Organization for the International Electronic Commerce Arbitration Body: Comparative Study between a Draft Law on Arbitration in the UAE and the French and English Laws**

**International Arbitration by Diplomatic Means to Resolve Disputes Between the Parties**

**Smart cities and their impact on economic sustainability: a contemporary view within the framework of concepts and experiences**

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**Have we missed anything?**

Statute and the definition of the International Criminal Court, and I am very knowledgeable in this regard.

I have a great practice in human rights and have chaired several affiliated entities in a number of countries around the world.

I also work a lot for the legal development of women in all countries and I have projects and activities in this regard.

## Data

Gender:	Male
Nationality:	Norway
BAR Admissions:	ABA, Florida, IBA, ICCBA
Civil law:	Yes
Common law:	Yes
Languages:	English, Arabic, Norwegian
Total no of arbitration appointments:	27
No of arbitral appointments in past 3 years:	22
No of those as chair	4
Where did you sit?	United Arab Emirates, Morocco, Qatar, Iraq, Libya
Under which applicable laws:	United Arab Emirates, Egypt, Qatar, Libya, Iraq
No of appointments in investment cases:	3



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